

# REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT

Date 11/04/03

Proposal No. D-39

Page No. 1 of 10 Pages

Materials and/or Services:

## Flashlights & Batteries, Small

To Be Delivered To:

## Central Stores/SB County Fire

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:

**County Purchasing Agent**

**777 East Rialto Avenue**

**San Bernardino, CA 92415-0760**

**BEFORE:** 11:00 AM, Tuesday, November 25<sup>th</sup>, 2003

For further information, call: Ann Marie Shelton  
Deputy Purchasing Agent  
(909) 387-2964

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
15. The vendor shall hold the County of San Bernardino, its officers, agents,

servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.

16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)

17. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated.

18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.

20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.

21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must have registered online through the County Website [www.sbcounty.gov](http://www.sbcounty.gov).

22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.

23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent.

24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.

25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

**IMPORTANT:** Place signed proposal in envelope, **seal** envelope and show **proposal number** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760  
**PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**

**The following must be filled in by the contractor in submitting his proposal:**

Date \_\_\_\_\_

Company \_\_\_\_\_

Delivery will be made in \_\_\_\_\_ days

Address \_\_\_\_\_

from receipt of order unless otherwise noted.

Cash Discount Terms \_\_\_\_\_

City & State \_\_\_\_\_

Zip \_\_\_\_\_

Signed By \_\_\_\_\_

Telephone No. \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

**A. GENERAL INFORMATION**

**1.0 SCOPE OF REQUEST:**

For supplying of Flashlights, Lanterns and Small Batteries, furnished in quantities ordered, at times needed, by the successful vendor (the seller), to the County of San Bernardino, (the buyer).

**2.0 LENGTH OF CONTRACT:**

The contract awarded shall begin on December 1, 2003 or as soon as thereafter practicable and extend through November 30, 2004. The County reserves the right to extend this contract for two (2) additional one year periods at the agreement of both parties.

**B. INSTRUCTIONS TO VENDORS:**

**1.0 PROPOSAL REQUIREMENT:**

Vendors shall conform to all instructions and conditions as specified in the Request for Proposal.

**2.0 PROPOSAL RETURN:**

All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED,  
# D-39 and returned to:

County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760  
Attn: Ann Marie Shelton, Deputy Purchasing Agent

**Due on or before:**

Tuesday, November 25th, 2003 at 11:00 A.M.

**3.0 DEADLINE:**

Vendors shall submit the product specifications/bid sheet(s), signature (Cover) page, and Vendor Qualification Report prior to deadline stated above.

**4.0 LATE PROPOSALS:**

Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

**5.0 PROPOSAL OPENING:**

All proposals will be opened and read aloud at the time, date and place specified above.

**6.0 PROPOSAL PREPARATION INSTRUCTIONS:**

*Bids must be typed OR printed legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal.* Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. Proposals must be signed by a responsible officer or employee. **California State Sales Tax should NOT be included in vendor's proposal.**

**7.0 PROPOSAL PREPARATION COST:**

Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the County.

**8.0 USE OF PROPOSALS RECEIVED:**

All proposals received shall become the property of the County.

**9.0 ACCEPTANCE OR REJECTION OF PROPOSALS:**

Proposals shall remain open, valid and subject to acceptance anytime within sixty (60) days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The County realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

**10.0 PRICE GUARANTEE:**

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice provision is required to secure such adjustments. When offering escalating price contracts quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the vendor's profit will not be allowed. The County shall be given the benefit of all price decreases.

**11.0 COMPLETION OF QUOTE:**

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid substitute items as equals, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute item by submitting samples when called for. The County reserves the exclusive right to accept or reject any item. If there is a discrepancy between brand or manufacturer number and item description, the description will be controlling. Changes in packaging will not be authorized unless so indicated when proposal is submitted. Bidder shall complete quote by filling in on each item quoted: brand name, product number and manufacturer. If bidding "As Specified", indicate so, with an "A/S". Indicate if there is a minimum quantity required with order. If unable to quote on an item, indicate "No Bid".

**Proposals not bearing the signatures of an authorized company officer or agent will be deemed non-responsive and will not be accepted.**

**Incomplete proposals will not be accepted.**

**12.0 CONSUMPTION:**

Totals shown on proposal schedule are approximate and are minimum estimates for the period of contract in order not to over-contract. Quantities herein are not a guarantee of any quantity purchase as a result of this proposal.

**13.0 DELIVERY:**

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, vendor shall so state on the "Signature Page".

**14.0 PURCHASE ORDER ADDRESS:**

If purchase orders are to be sent to an address other than that filled in by the vendor on the first page of this proposal, the vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

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**C. STANDARD TERMS AND CONDITIONS**

**1.0 DELIVERY SERVICE:**

- A. Delivery shall be made to point as specified in the County of San Bernardino and to the department of the County as ordered.
- B. Delivery shall be inside delivery to the specified inside point as directed by the receiving department.
- C. Delivery shall be made complete as ordered within the time quoted by Vendor from receipt of order.
- D. Proposals for completing delivery in excess of fourteen (14) days from receipt of order do not meet the County requirements and will not be considered.
- E. One delivery, one invoice. Seller shall deliver each item of an order in one shipment, as partial shipment of an order may be rejected, at the buyer's option, unless specifically authorized on the order.
- F. Prompt delivery and efficient service are essential, failure to furnish such delivery and service will constitute a breach of this agreement.
- G. Delivery shall be made to the following locations:

- |   |  |
|---|--|
| 1) San Bernardino County Central Stores     | 2) San Bernardino County Fire Department |
| 777 East Rialto Avenue                      | 2824 E. "W" Street, Bldg. 302            |
| San Bernardino, CA 92415                    | San Bernardino, CA 92408                 |
| Delivery Hours: Mon-Fri, 7:30AM thru 3:00PM |  |

**2.0 VENDORS GUARANTEE:**

- A. In quoting, the seller guarantees to make delivery of all items quoted, either from his stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Seller's stock or if Seller is unable to secure from warehouse or manufacture, it shall be the Seller's responsibility to see that the item is obtained from any other source having the item in stock.

- B. In case of default by Seller, the Buyer may procure the item from other sources and will charge contract holder for excess costs so paid and the prices paid by the Buyer shall be considered to be the prevailing market price at the time such purchase is made.
- C. Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- D. The Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s). The Vendor assumes responsibility for damages caused by any defective units supplied and/or for breach of these warranties, including incidental and consequential damages that might arise.

**3.0 AWARD:**

Award of contract may or may not be on an all or nothing basis, by individual items or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

**4.0 PAYMENT:**

Invoices payable monthly unless otherwise agreed upon by department. Invoices must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.

**5.0 STOCK ADJUSTMENTS/RETURNS:**

In quoting, the Seller agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders. Vendor agrees to waive any re-stocking fees.

**6.0 CONFIDENTIALITY:**

It is the responsibility of bidders to identify information in their proposals which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

**7.0 JURY TRIAL WAIVER:**

Vendor and County hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action proceeding and/or hearing brought by either Vendor against County or County against Vendor on any matter whatsoever arising out of, or in any way connected with this contract, the relationship of Vendor and County, or any claim or injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

**8.0 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Aurelio De La Torre - Director**  
**County of San Bernardino – Purchasing Department**  
**General Services Building**  
**777 E. Rialto Avenue**  
**San Bernardino, Ca 92415-0760**

#### **9.0 IMPROPER CONSIDERATION:**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **10.0 INACCURACIES OR MISREPRESENTATIONS:**

If in the course of the RFP process or in the administration of a resulting contract, County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

#### **11.0 EMPLOYMENT OF FORMER COUNTY OFFICIALS:**

Vendors are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who

terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

**12.0 TERMINATION CLAUSE:**

- a. In the event the County exercises the right to terminate the contract for dissatisfaction, the County will give the Contractor three (3) days written notice of such termination.
- b. The County of San Bernardino and the Vendor each reserve the right to cancel, for any reason, all or portion of the services covered by this contract. To exercise this right, a thirty- (30) day written notice must be given.

**13.0 WAIVER OF DEFAULT:**

Any waiver by County of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term or condition herein. Failure on the part of the County to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or estopping County from enforcement hereof.

**14.0 PARTICIPATION:**

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring **Flashlights, Lanterns, and Small Batteries** may at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Seller agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this bid, with the provision that:

- (a) Such Governmental Body does not have and will not have in force any other contract for like purchases.
- (b) Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- (c) Such Governmental body shall make purchases directly through the vendor; make payment directly to the vendor. The County will not be liable for any such purchase made between the seller and another Governmental body who avails themselves of this contract.

**INDICATE OPTION:**

Prices good for the County of San Bernardino only \_\_\_\_\_

Prices extended to all political subdivisions within San Bernardino County. \_\_\_\_\_

**15.0 SAMPLES:**

One (1) sample is **required** for each item bid.

Deliver samples to: Purchasing Department  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760

Mark samples with Proposal number and Item Number. Samples will not be retained indefinitely. Vendors who wish samples to be returned may pick them up after purchasing has finished its evaluation.

**16.0 DELIVERY:**

State your company's lead time on stock orders. \_\_\_\_\_

*For the purpose of this proposal, "Lead time" is defined as the interval between the time an order is placed with a vendor and the time that order is delivered to the County.*

State your company's average fill rate on the items included on this proposal.

\_\_\_\_\_ %

State your company's freight policy. \_\_\_\_\_

\_\_\_\_\_



### SECTION ONE: BATTERIES

Item #	Description	County SKU#	Est. Annual Usage	Brand Quoted/Part#	Case Qty	Case Price	Inner Case Qty	Inner Case Price	Single Pkg. Qty	Single Pkg. Price
1	Battery; Alkaline, Size AA; Eveready EN-91, 4/Box	31 02 101	45,507							
2	Battery; Alkaline, Size AAA; Eveready EN-92, 12/Box	31 02 102	20,394							
3	Battery; Alkaline, 9V; Eveready E-522, 72/Box	31 02 103	2,352							
4	Battery; Alkaline, Size C; Eveready EN-93	31 02 204	4,660							
5	Battery; Heavy Duty Industrial, 9V, Eveready EV-122, 12/Box	31 02 107	1,322							
6	Battery; Heavy Duty Industrial, Size AA, Eveready EV115, 4/Box	31 02 201	2,795							
7	Battery; Heavy Duty Industrial, Size D, Eveready EV-150, 24/Box	31 02 205	9,399							
8	Battery; Lantern 6V, General Purpose Industrial, Eveready EV-90 12/Box	31 02 206	2,174							
9	Battery; Rechargeable, Size AA, 1.2V, Nickel Cadmium, Eveready CH-15, 6/Box	31 02 301	24							
10	Battery; Alkaline, Siz D									

### SECTION TWO: FLASHLIGHTS/LANTERNS

Item #	Description	County SKU#	Est. Annual Usage	Brand Quoted/Part#	Case Qty	Case Price	Single Pkg. Qty	Single Pkg. Price
1	Flashlight; 2 D-Cell, Plastic Case, Magnetic Switch, Asst. Colors, 12/Box	31 08 002	1,020					
2	Flashlight; 3 D-Cell, Plastic Case, Magnetic Switch, 12/Box	31 08 003	72					
3	Latern; 6V Battery (not included), Krypton Bulb, Plastic Case, Waterproof, 24/Box	31 08 108	211					

### SECTION THREE: SB COUNTY FIRE SPECIFIC ITEMS

Item #	Description	County SKU#	Est. Annual Usage	Brand Quoted/Part#	STD Pack	Price Each
1	Battery, BK109 for Bendix King Radios		150			
2	Battery, for 800 MHZ Radios, Motorola NTN4327		60-100			
3	Battery, for Orange Streamlight Box Lantern SL45		30			
4	Flashlight, Industrial 2-D Cell		100			
5	Battery, Energiizer Watch/Electronic 357BP		96			
6	Battery, Energizer, Alkaline N21.5V		14			